

Memorandum

To: Teale Data Center Customers

Date: June 9, 2005

From: Stephen P. Teale Data Center

Subject: 2005/2006 Interagency Agreement Package

The Stephen P. Teale Data Center 2005/2006 Interagency Agreement (IAA) package is enclosed for your review and signature. Please note, this year's package includes the following new features:

- Budget Detail and Payment Provisions (Exhibit B, Page 1, Item 1, D)
- Unsupported Software clause (Exhibit D, Page 1, Item 5)
- Electronic Discovery (Exhibit D, Page 3 of 3, Item 11)
- Data Center Consolidation clause (Exhibit D, Page 3, Item 12)
- Enhanced confidentiality language (Exhibit G)

Annual IAAs are normally established on a fiscal year basis (July 1 – June 30); however, they may cover any time period and may be completed for multiple years. All fiscal year IAAs must be renewed prior to the beginning of each fiscal year and multi-year IAAs are renewed prior to the end of their term. Please note, the expiration date on all approved IAAs may be extended by submitting a Standard Agreement Amendment (STD 213A).

Services will be billed in accordance with Teale's billing rates, as posted on Teale's web site at: www.teale.ca.gov/services/billing. Customers are required to submit payments timely in order to avoid interruption of Teale services.

It is anticipated that Teale will be legislatively mandated to consolidate with the Health and Human Services Data Center and Office of Network Services as the Department of Technology Services during the term of this agreement. Once the data centers consolidate into a successor department, during the term of this Agreement, all references in this agreement to Teale shall be deemed references to the successor department, and all rights and obligations of Teale under this agreement shall become rights and obligations of the successor department.

Please complete and return four (4) IAA packages with original signatures no later than June 30, 2005, to the address below:

Stephen P. Teale Data Center
Procurement Services Branch
P.O. Box 1810
Rancho Cordova, CA 95741-1810
Attention: Jeanette Criswell (MS C3)

Once the IAA package is fully executed, three (3) original copies will be returned to the attention of the designated Contract Administrator.

If you have any questions, please contact Jeanette Criswell, Contract Analyst, at (916) 464-4177, or by email at jeanette.criswell@teale.ca.gov.

GLEN S. MATSUOKA, Assistant Director
Administration/Finance Division

Enclosures

TEALE INTERAGENCY AGREEMENT (IAA) INSTRUCTIONS

These instructions apply to all IAAs submitted by customers for Teale services beginning on or after July 1, 2005.

The entire IAA package is available to download from Teale's web site at: www.teale.ca.gov/resources/iaa0506.pdf.

STANDARD 213 - STANDARD AGREEMENT

- The Standard 213 is the cover page for the IAA to which the exhibits are attached.
- Sections titled "STATE AGENCY NUMBER" and "CONTRACTOR NUMBER," are provided for the identifying numbers.
- Section titled "SCPRS REGISTRATION NUMBER" is provided and requires the department receiving services to register an IAA over \$5,000.00 within the Department of General Services' (DGS) SCPRS system at: <https://www.scprs.dgs.ca.gov>, and to document the generated number. Questions regarding SCPRS should be directed to: SCPRSAdministrators@dgs.ca.gov.
- The term date is normally established by fiscal year (July 1 – June 30); however, a multi-year IAA may be established.
- The encumbrance amount of the IAA may be estimated based upon Teale's current rate schedule, which can be viewed at: www.teale.ca.gov/services/billing.
- Exemption language for all agreements is addressed on the bottom right corner. Teale holds IAA delegation (DIA-001), which authorizes approval of all IAAs for services rendered to customers without regard to dollar amount, thereby eliminating the need for DGS approval.

EXHIBIT A - STATEMENT OF WORK

- Contact information must be provided to Teale for recordkeeping purposes.

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

- The completion of item #4, Payment Terms, Item C, must be specifically designated by checking the appropriate box, or payment schedule will automatically default to the Direct Transfer option.

EXHIBIT C - GIA101 – GENERAL TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS

- References the DGS-OLS General Terms and Conditions for Interagency Agreements.

EXHIBIT D - SPECIAL TERMS AND CONDITIONS

- The completion of item #9, Funding Inquiry, is mandated by the Department of Finance.
- The completion of item #10, Operational Recovery Inquiry, is critical information to Teale for planning and meeting customer demand/requirements for these essential services.

EXHIBIT E - ALTERATIONS TO IAA (IF APPLICABLE, USE THIS FORM)

- If this Exhibit is to be included in the IAA, check the appropriate box on STD 213.
- Proposed alterations to the IAA are subject to negotiation and approval by both parties.
- Include form Exhibit E only if alterations are proposed.

EXHIBIT F - CERTIFICATION OF COMPLIANCE WITH POLICIES (IF APPLICABLE, USE THIS FORM)

- IAAs (excluding Universities) exceeding \$100,000.00 require a signed Certification of Compliance with Policies.

EXHIBIT G - SECURITY COMPLIANCE STATEMENT

- The Information Security Officer or designee must sign and complete the Security Compliance Statement.

EXHIBIT H - SERVICE STANDARDS AND SERVICE LEVEL OBJECTIVES

- Teale has established Service Standards and Service Level Objectives (SLO) outlining the levels of service that will be delivered under this IAA. These SLOs are hereby incorporated by reference, as if fully set forth herein. The SLO may be periodically modified or amended by Teale. Customers will be notified of any such changes. Modifications and/or amendments will be posted on Teale's web page with a revision date at: www.teale.ca.gov/resources/slo.pdf.

STANDARD 215 - AGREEMENT SUMMARY

- The Standard 215 is necessary to identify funding information. The Accounting Officer's signature is required in item #11.

ALTERATIONS TO IAA – STD 213 TERMS AND CONDITIONS*

***Please note: These proposed changes must be accepted by both parties, in writing, before they become a part of this IAA.**

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	STATE AGENCY NUMBER
	CONTRACTOR NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

(hereafter called State)

CONTRACTOR'S NAME

STEPHEN P. TEALE DATA CENTER

(hereafter called Contractor)

2. The term of this Agreement is: 07/01/2005 through 06/30/2006
3. The maximum amount \$ of this Agreement is:
4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

Exhibit A – Statement of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions	GIA 101
This document can be viewed at: http://www.ols.dgs.ca.gov/Standard+Language/GIA101.htm	
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – Alterations to Terms and Conditions (if applicable)	<input type="checkbox"/> Check box if attached
Exhibit F – Certification of Compliance With Policies	1 page
Exhibit G – Security Compliance Statement	1 page
Exhibit H* – Service Standards and Service Level Objectives	

This document can be viewed at: www.teale.ca.gov/resources/slo.pdf

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

STEPHEN P. TEALE DATA CENTER

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

GLEN S. MATSUOKA, Assistant Director, Administration Division

ADDRESS

P.O. Box 1810, Rancho Cordova, CA 95741-1810

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Agreements over \$50,000 are exempt from DGS approval per Delegation DIA-001.

Agreements under \$50,000 are exempt from DGS approval per SCM 4.04.5.A.

STATEMENT OF WORK

1. This Interagency Agreement is entered into by and between _____ (hereinafter referred to as the “State of California” or “Customer”) and the Contractor (hereinafter referred to as “Stephen P. Teale Data Center” or “Teale”) for the purpose of obtaining information technology services, materials or equipment. This Interagency Agreement specifies by whom the work shall be performed and the time for performance including the date of completion, if applicable. If not set forth in the Interagency Agreement with sufficient specificity, this Interagency Agreement shall be augmented through the Teale Service Request (SR) process with any resulting mutually agreed contractual terms becoming a part of this Interagency Agreement as if fully set forth herein. The Interagency Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) 8752-8752.1 and Section 3.03 of the State Contracting Manual.
2. Teale agrees to:
 - A. Provide efficient and effective services in accordance with Government Code sections 11792-11794, et seq., to the above-named Customer. In addition, Teale is committed to providing a high level of quality service. In order to achieve these goals and to ensure a clear understanding of the Customer’s business requirements, Teale provides Customer Representatives to:
 - 1) Maintain a continual working relationship with the Customer.
 - 2) Coordinate joint development of work plans.
 - 3) Develop partnerships to reach shared objectives.
 - B. Teale management is also available to consult with customers in developing strategies for future information technology projects.
3. The contract managers during the term of this Interagency Agreement will be:

STEPHEN P. TEALE DATA CENTER:

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
JEANETTE CRISWELL, CONTRACT ANALYST PROCUREMENT SERVICES BRANCH	CUSTOMER RELATIONS BRANCH
P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 464-4177 FAX (916) 464-4298 EMAIL: JEANETTE.CRISWELL@TEALE.CA.GOV	PHONE: (916) 464-3967 FAX (916) 464-4287

STATE OF CALIFORNIA:

CONTRACT ADMINISTRATOR:	ACCOUNTING CONTACT:
ADDRESS:	ADDRESS:
PHONE: FAX:	PHONE: FAX:
EMAIL:	EMAIL:

TECHNICAL CONTACT:	ADDITIONAL CONTACT:
ADDRESS:	ADDRESS:
PHONE: FAX:	PHONE: FAX:
EMAIL:	EMAIL:

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL CUSTOMER OBLIGATIONS

- A. Return completed Fiscal Year Interagency Agreement (IAA) renewal package to Teale no later than June 30, 2005. Services that are provided under the previous year IAA may be terminated as of midnight June 30, 2005, unless the IAA has been received or the Customer has submitted a formal letter of intent to process an IAA to Teale by close of business on June 30, 2005. For IAAs expiring on a date different than Fiscal Year end, the renewal must be received no later than 30 calendar days prior to the expiration date of the IAA. Services provided under the IAA may be terminated as of midnight on the expiration date, unless a formal letter from the Customer stating intent to renew the IAA is received by Teale, by close of business on the expiration date. Any costs incurred by Teale on behalf of the Customer after the expiration date will be billed to the Customer with full payment due within 30 calendar days.
- B. Customers must provide 45 calendar days cancellation notice for specific services to be terminated. Lead-time for cancellation of services is vendor-dependent and may require additional lead-time for processing termination documents. Notification to terminate services must be submitted to Teale via Service Request form (TDC 098). The targeted completion date noted on the Service Request must allow time for the lead-time required to cancel services. Due to the daily accumulation of system utilization and cost activity within the billing system, retroactive termination of services will not be considered. For additional information regarding lead-times for canceling services, please contact your Customer Representative.
- C. Customers are required to submit payments for services billed at the specified rates. Failure to submit payments within 90 calendar days of receipt of invoice constitutes grounds for termination of service. After 90 calendar days, Teale will not process SRs until such time as the Customer has fully paid all outstanding accounts with Teale. Use of services and goods provided by Teale to the Customer constitutes an obligation, which must be paid. Cancellation of service as a result of a lack of payment shall obligate the Customer to return to Teale the products and/or goods supplied pursuant to this IAA at the Customer's sole expense.
- D. In the event the Customer exceeds the amount authorized by this Agreement, the Customer is responsible for all charges incurred, and shall agree to amend this Agreement, in writing, to provide payment to the Teale Data Center to the extent services have been provided. Such payment for services incurred beyond the amount authorized by this Agreement shall be made payable on or before the agreement expiration date. If, after the conclusion of the subject Agreement period, it is determined that monies above and beyond that which was authorized by this Agreement are owed to the Teale Data Center for services received by the Customer, the Customer shall amend the Agreement, agreeing to pay the outstanding amount in full, no later than sixty (60) calendar days from discovery of the outstanding payment due.

2. INVOICING

- A. For services rendered in accordance with this IAA upon receipt of appropriate invoices, the Customer agrees to compensate Teale for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the Teale Data Center Interagency Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to the accounting contact identified in Exhibit A.

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Interagency Agreement does not appropriate sufficient funds for the program, this Interagency Agreement shall be of no further force and effect. In this event, the Customer shall have no liability to pay any funds whatsoever to Teale or to furnish any other considerations under this Interagency Agreement, and Teale shall not be obligated to perform any provisions of this Interagency Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the Customer shall have the option to either cancel this Interagency Agreement with no further liability except as otherwise specified herein, or offer an amendment to reflect the reduced amount.

4. PAYMENT TERMS

- A. Costs for this Interagency Agreement shall be computed in accordance with SAM Sections 8752 and 8752.1.
- B. The cost of performance is based upon Teale's Billing Rate Schedule. The rates are subject to change upon 30 calendar days prior written notice from Teale. These rates may be viewed on Teale's web site at: www.teale.ca.gov/services/billing.
- C. Customer agrees to one of the following payment schedules. In the event a payment type is not designated by checking an appropriate box, the payment type will automatically default to Number 1 (Direct Transfer), below.
- 1) _____ Direct Transfer, or
- 2) _____ Customer agrees to pay monthly upon receipt with Teale rendering invoices monthly in arrears to the Customer on _____ a month-to-month basis up to the total amount of this Interagency Agreement.

5. CUSTOMER RESPONSIBILITY

It will be the responsibility of the Customer to notify Teale in writing within five (5) working days after receipt/installation of goods or services from another agency/vendor (i.e., equipment, telecommunication lines, software products). Such notification should be sent to:

Stephen P. Teale Data Center
P.O. Box 1810
Rancho Cordova CA 95741-1810
Attn: Bureau of Finance/Administrative Services Unit

GIA101 — GENERAL TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS

This document can be viewed at: <http://www.ols.dgs.ca.gov/Standard+Language/GIA101.htm>

SPECIAL TERMS AND CONDITIONS

1. AUTHORITY TO ENTER INTO AGREEMENT

Customer hereby warrants and represents that it has the budget and project approvals necessary for Teale services covered under this IAA. Customer further warrants and represents that sufficient monies have been approved by the state or federal governmental agencies, and are available to the Customer to fund the expenditures for Teale services covered under this IAA. Customer acknowledges that it is acting in an independent capacity in signing this IAA and not as agents or employees of Teale.

2. CONFIDENTIALITY

Based on the specific requirements and intent of Government Code sections 11792-11794, et seq., and sections 4840, et seq., of the State Administrative Manual, Teale hereby agrees to provide required security to ensure the confidentiality, integrity, availability (within the resources that Teale manages), physical security, and safekeeping of all data, information, files and documents while in its possession. All sensitive data, documentation or other information, which are designated confidential by the Customer and is made available to Teale in order to carry out this IAA, will be protected by Teale from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as used by the Customer. The identification of all such confidential data and information, as well as the Customer's procedural requirements for protection of such data and information from unauthorized use and disclosure, will be provided in writing to Teale by the Customer. Customer will have the opportunity to review, then accept security procedures that are relevant to their data. Upon written request from the Customer, Teale will provide instructions and limited assistance to implement the necessary level of data security without charge. If the Customer does not provide Teale with any unique or special procedural requirements for the protection of its data, the Customer will be deemed to have accepted the security procedures used by Teale. Instructions and/or assistance in excess of four (4) hours in any one month will be charged at the consultant rate itemized in the rate schedule for Teale services.

3. EXAMINATION AND AUDIT

In accordance with Government Code section 8546.7, Teale and the Customer jointly agree that the Bureau of State Audits (BSA) will have the right to review, obtain and copy all records pertaining to performance of the IAA. Teale and Customer agree to provide or otherwise make available to the BSA any relevant information requested and shall permit the BSA access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to this IAA. Teale and Customer further agree to maintain such records for a period of three (3) years after final settlement under the IAA.

4. COPYRIGHT INFRINGEMENT

Pursuant to Executive Order D-10-99 and Management Memo 02-16, Customer acknowledges that the use of licensed products in violation of a valid licensing Agreement could subject Teale to third party lawsuits. Therefore, Customer agrees that it will not duplicate, copy or otherwise reproduce any proprietary software products supplied pursuant to this IAA without the express written consent of the owner of the software. Customer further agrees that it will use any such software products in strict compliance with the terms of any license provided by the owner of the software. Customer further agrees that its use of any such licensed software products will not violate any applicable copyright, trademark, trade name, patent or similar legal right.

In the event Teale is sued by a third party as a result of Customer's misuse of any proprietary materials or products supplied under this IAA, Customer agrees to indemnify, defend and hold harmless the Stephen P. Teale Data Center from any and all claims and losses regarding Customer's violation of software licenses, copyrights, trademarks, trade names or any proprietary data, information or materials designated as confidential and supplied under this IAA. If litigation arises as a result of Customer's breach of these obligations, Customer will pay all litigation expenses, including reasonable attorney and expert witness fees (as permitted by law), incurred by Teale in defense or settlement of the legal action or proceeding.

5. UNSUPPORTED SOFTWARE

Teale is not responsible for license, service, and/or support issues related to software in Customer systems, unless Teale is the licensee of the software products. The Customer agrees to maintain appropriate licenses and service and support arrangements for the systems or applications owned or maintained by the Customer's department; all enterprise-wide systems, which include hardware, operating systems; application software (if applicable); security systems; and software licenses for all systems and services. Teale is neither responsible nor liable for damages resulting from the Customer's decision to use unlicensed or unsupported software.

6. LIMITATION OF LIABILITY

Teale shall not be liable for any activity involving Customer's installation of the product, Customer's use of the product, or the results obtained from such use. Teale shall not be liable for any unauthorized access to Customer data or any unauthorized disclosure of Customer data resulting from the Customer's use of any product. The limitation of liability provided for by this section shall not apply to any unauthorized access to Customer data or any unauthorized disclosure of Customer data that is caused by the negligent or intentional misconduct of Teale, its officers, employees or agents.

IN NO EVENT SHALL TEALE BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL DAMAGES EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.

7. DIGITAL CERTIFICATE SERVICES INDEMNITY

To the extent that this IAA involves digital certificate services, Customer shall be solely liable for any loss, damage or claim of loss or damage resulting from the acquisition, installation, provision or use of any digital certificate services provided by Teale. Customer acknowledges that Teale has made no representations or warranties of any type regarding the use of digital certificates or the possible level of information security provided by such certificates. Customer shall indemnify, defend and hold Teale harmless from any and all claims for invasion of privacy, improper release, dissemination, or distribution of confidential, restricted, defamatory, or proprietary information or data, or any other similar claim for injury or loss, arising from Customer's use of any digital certificate services provided by Teale under this IAA. The limitation of liability provided for by this section shall not apply to any unauthorized access to Customer data or any unauthorized disclosure of Customer data that is caused by the negligent or intentional misconduct of Teale, its officers, employees or agents.

8. VIRTUAL PRIVATE NETWORK SERVICES INDEMNITY

To the extent that this IAA involves Virtual Private Network (VPN) services, Customer shall be solely liable for any loss, damage, or claim of loss or damage resulting from the acquisition, installation, provision or use of any VPN services received under this IAA. Customer acknowledges that Teale has made no representations or warranties of any type regarding the use of VPN or the possible level of information security provided by such VPN. Customer shall indemnify, defend and hold Teale harmless from any and all claims for invasion of privacy, improper release, dissemination, or distribution of confidential, restricted, defamatory, or proprietary information or data, or any other similar claim for injury or loss, arising from Customer's use of any VPN services provided under this IAA. The limitation of liability provided for by this section shall not apply to any unauthorized access to Customer data or any unauthorized disclosure of Customer data that is caused by the negligent or intentional misconduct of Teale, its officers, employees or agents.

9. FUNDING INQUIRY

Teale is required to maintain funding information for federal audit purposes.

- | | | |
|--|---|---------|
| A. Does your agency receive any federal funds? | Yes_____ | No_____ |
| B. If yes, does funding for this IAA contain any federal funds? | Yes_____ | No_____ |
| C. If yes, what dollar amount received by Teale is federal money? | \$_____ | |
| D. From which fund will the money for this IAA be encumbered? | General _____ | |
| | Special Fund (specify name of fund) _____ | |
| | Fund Code _____ | |

10. OPERATIONAL RECOVERY INQUIRY

Teale offers Operational Recovery Hot Site Services. Quotations for this service will be provided by Teale's Operational Recovery Coordinator and are based on agency individual requirements.

- | | | |
|--|-----------|---------|
| A. Does your agency plan to use this service during the term of this Agreement? | Yes_____ | No_____ |
| B. If yes, are funds included in this IAA for these services? | Yes_____ | No_____ |
| C. If no, when will the IAA be amended to add funds for these services? | Date_____ | |

In order to provide for the emergency restoration of Customer's systems in the event of a disaster, Customer must separately subscribe to the Operational Recovery Services offered by the Teale Data Center. If Customer has not subscribed to these Operational Recovery Services, Customer's operations may not be restored for a significant length of time and Teale will not be responsible for the proper operation of Customer's systems in the event of a disaster.

11. RETENTION AND PURGING OF ELECTRONIC DATA FOR PURPOSES OF DISCOVERY

The Customer shall contact the Teale Data Center, in writing, with instructions regarding the retention and purging of electronic data. As the repository of the Customer's electronic data, Teale Data Center has no control over the retention and purging of said data, beyond that which the Customer specifically directs.

Should the Customer become involved in litigation, or the Customer informs Teale that litigation is reasonably foreseeable and that all electronic data from that point forward must be retained (and/or any previous electronic data restored), it is the Customer's sole responsibility to give written instructions to Teale including, but not limited to, a clear and concise description of the data to be stored; the manner in which the electronic data is to be stored; the period for which the electronic data is to be stored, and whether or not back up tapes are to be made. Further, it is the Customer's sole responsibility to contact Teale, in writing, and advise when said documentation is to be destroyed. Upon completion of said purging, Teale shall send a letter to the Customer confirming destruction of the described data.

Should the Customer's electronic data be subject to a Public Records Act request to produce electronic data or to produce documents in an electronic format it is, as set forth in Government Code section 6250 et. seq., the Customer's sole responsibility to communicate with the requestor, and to produce said documents at its own costs and expense. It is in the Customer's discretion to determine if Teale's services are desired or necessary to extract information responsive to the PRA request that may be stored electronically and, therefore, to retain Teale for such services in a separate agreement.

12. DATA CENTER CONSOLIDATION

Customer acknowledges that Teale Data Center ("Teale") may be legislatively mandated to consolidate the operation of its data center with the State of California, Health and Human Services Data Center ("HHSDC") and/or other state entities with whom Contractor contracts, and not as a matter of convenience. All Customer contracts with Teale and with HHSDC may be consolidated to a single contract for purposes of administrative efficiency through amendment.

CERTIFICATION REQUIREMENTS

4832 Illustration 1

CERTIFICATION OF COMPLIANCE WITH POLICIES

Pursuant to SAM Section 4819.41 and 4832

I hereby certify that I am the agency director or designee; that the matters described herein are in compliance with the criteria and procedures for information technology prescribed in State Administrative Manual (SAM); any acquisitions of new or enhanced information technology capabilities are consistent with project justification approved by Department of Finance, myself or my designee; and that the foregoing statements are true to the best of my knowledge and belief.

Date

Signature and Title
(Specify director or designee)

JUSTIFICATION AND APPROVAL REFERENCE INFORMATION

_____ Finance-Approved FSR	_____ Finance Project #	_____ Approval Date
_____ Agency-Approved FSR	_____ Agency Project #	_____ Approval Date
_____ Workgroup Computing Justification Form (WCJP)	_____ WCJF #	_____ Approval Date
	_____ Project Title	

 X **Data Center IAA** - This is an Interagency Agreement to procure services from a consolidated data center; it involves multiple projects; the funding level is appropriate, and the nature and scope of services to be supplied by the Data Center are consistent with the various approved FSRs and PIERs of this agency; and the required project reporting associated with each active project is current.

SECURITY COMPLIANCE STATEMENT

Teale Data Center provides for the integrity and security of customer information assets and complies with the policies as set forth in the State Administrative Manual sections 4840-4845. Entities requesting to connect their networks or their network devices to Teale network or resources accessible on Teale's network, must comply with the following basic information security requirements. These requirements will be included in any Agreement or contract with an entity that includes the provision of connectivity to Teale or a resource accessible on Teale's network.

A. Firewalls - This requirement provides a reliable mechanism to help protect Teale and its customers' information and information processing resources from unauthorized access to, and denial/disruption of services or systems.

- **Definition** - A firewall is a computer or system of computers designed to restrict network traffic in order to prevent unauthorized access to or from a private network. Firewalls can be implemented in both hardware and software, but are strongest when implemented as a hardware/software combination.
- **Requirements** - Any network used by a customer to connect to Teale information resources will be protected by at least one firewall system properly situated to examine traffic between the network and each external network entry point. The customer shall ensure that firewalls include, at a minimum, provisions for packet filtering, application gateway security mechanisms, and circuit-level gateways.

B. Physical Security - This requirement ensures that the hardware that permits network access to Teale Data Center is adequately protected to prevent harm to the physical components that enable connectivity between the customer's network and Teale Data Center.

- **Definition** - Physical Security involves measures taken to prevent physical access, which may allow loss of or damage to, the system or the information stored on it.
- **Requirements** - Physical access to network components, servers, and data storage components used in conjunction with access to Teale Data Center information resources should be limited to the appropriate designated staff who implement and maintain the components.

C. Access Control - This requirement ensures that policies, procedures and technology mechanisms are in place for Teale's customers only to limit access to the Teale Data Center's network and the information resources in Teale's custody to those authorized individuals or entities.

- **Definition** - Access control includes processes and systems to determine which system resources, application functions and information must be restricted to certain customers, business partners, and contractors and to allow access by those customers while preventing access by others.
- **Requirements** - Access to information designated as private or confidential must be limited to those individuals or entities specifically authorized to access that information. Access to system functions and processes under Teale Data Center's custody that can affect the availability, functionality or security of departmental information or information resources should be restricted to those individuals who require that access in order to perform duties essential to the operation and maintenance or use of that system.

Teale is requiring Security Compliance for audit purposes.

- ☐ Customer is in full compliance with the aforementioned security requirements.
- ☐ Customer is not in full compliance, however, will contact Teale's Information Security Officer at (916) 464-3672 to develop a plan of action for compliance with the security requirements.
- ☐ Not Applicable – Customer does not have a network connection to Teale Data Center.

Information Security Officer Signature

Date

SERVICE STANDARDS AND SERVICE LEVEL OBJECTIVES

This document can be viewed on Teale's web page at: www.teale.ca.gov/resources/slo.pdf

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

☐ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME

STEPHEN P. TEALE DATA CENTER

2. FEDERAL I.D. NUMBER

68-2779994

3. AGENCY TRANSMITTING AGREEMENT

4. DIVISION, BUREAU, OR OTHER UNIT

5. AGENCY BILLING CODE

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☐ NO☐ YES (If YES, enter prior contractor

name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE☐ QUARTERLY☐ ONE -TIME PAYMENT☐ PROGRESS PAYMENT☐ ITEMIZED INVOICE☐ WITHHOLD _____ %☐ ADVANCED PAYMENT NOT TO EXCEED☐ REIMBURSEMENT/REVENUE

\$ _____ or _____ %

☐ OTHER (Explain) _____11. PROJECTED EXPENDITURES
FUND TITLE

ITEM

F.Y.

CHAPTER

STATUTE

PROJECTED
EXPENDITURES

\$

\$

\$

OBJECT CODE

AGREEMENT TOTAL \$

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$



12. AGREEMENT

TERM

From

Through

TOTAL COST OF
THIS TRANSACTION

BID, SOLE SOURCE, EXEMPT

Original

\$

Amendment No. 1

\$

Amendment No. 2

\$

Amendment No. 3

\$

TOTAL

\$

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP)

☐ INVITATION FOR BID (IFB)

☐ USE OF MASTER SERVICE AGREEMENT

(Attach justification if secondary method is used)

☐ SOLE SOURCE CONTRACT

☐ EXEMPT FROM BIDDING

☐ OTHER *(Explain)*

(Attach STD. 821)

(Give authority for exempt status)

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

IAA WITH GOVERNMENT AGENCY

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

☐ NO ☐ YES ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ NO ☐ YES ☐ N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

☐ NO ☐ YES ☐ NONE ON FILE ☐ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES

☐ NO ☐ YES ☐ N/A

B. STD. 204, VENDOR DATA RECORD

☐ NO ☐ YES ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ NO ☐ YES ☐ N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☐ NO *(Explain below)*

☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.

☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

EXEMPT

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

☐ NO ☐ YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

☐ NO ☐ YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

